

MEMORANDUM ENDORSED

Isaac Rodriguez  
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Glendale, AZ 85301  
480-934-6963

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

Carnella Times et al.,  
  
Plaintiffs,

vs.

Target Corporation,  
  
Defendant.

Case No. 1:18-cv-02993

MOTION FOR ISSUANCE OF  
SUBPOENA

COMES NOW Plaintiff Isaac Rodriguez, putative class member, pro se, moves this Honorable Court to issue subpoena to appear and testify pursuant to Rule 45(a)(1)(C). Fed. R. of Civ. Proc.

On December 10, 2015, Plaintiff Times entered into a tolling agreement with Target on behalf of herself and the class. ECF No. 1 (Compl.) ¶20. In March 26, 2018, the parties entered into a negotiated Settlement Agreement memorializing a class-wide settlement concerning race discrimination in violation of Title VII of the Civil Rights Act of 1964. (Dkt. 48). Exh. A(Agreement).

In addition to monetary payments from Target Corporation to Plaintiff and class members, Target Corporation agreed to require an opt-out period. Sections 4.1(D), 4.2 of the agreement, and defined on the Notice of Claim form approved by the Court, provided an opportunity for class members to exclude themselves from the class in

1 order to file an individual lawsuit against Defendant. (Dkt. 48, Exh. A). (Dkt. 5; Miazad  
2 Declaration (“Miazad Decl.”). Exh. A(Agreement), Exh. B (Notice of Claim)

3 Plaintiff asserts that Target Corporation has refused to comply with the  
4 settlement agreement it reached with the class because it has argued against the opt-out  
5 period, the statute of limitations, the tolling agreement, and the preservation of  
6 evidence. (Dkts. 79-80).

7 Ossai Miazad represented the class and has done substantial work identifying,  
8 investigating, negotiating, and settling Plaintiffs’ and putative class member’s claims.  
9 Miazad Decl. ¶¶14-25. Plaintiffs’ Counsel also engaged in significant investigation  
10 before entering into negotiations, and throughout the mediation process, the Parties  
11 exchanged detailed mediation statements setting forth their respective positions. *Id.* at  
12 ¶¶14, 16-20, 23.

13  
14 Class Counsel’s presence and testimony are required to interpret the terms and  
15 opt-out provisions set forth in the Settlement Agreement (Dkt. 48). In particular, the  
16 interpretation of the tolling agreement and the time period of release and exclusion  
17 from the settlement, including Class Counsel’s knowledge of any discussions and/or  
18 communications between or among Class Counsel and defendant’s counsel referring or  
19 relating to Defendant’s duty requiring providing notice to the EEOC and the court of  
20 proposed predetermined adverse action in regard to each of Defendant’s positions on  
21 both, the statute of limitations and preservation of evidence that served to bar class  
22 members who elected to opt out and pursue their own individual claims, from the start  
23 of the class liability period on May 11, 2006 up to March 2011, when defendant claims to  
24 implement the job applicant records hold. *Ferguson V. Flying Tiger Line*, 688 F.2d 1320  
25 (9th Cir. 1982) (Provision in predetermination settlement agreement requiring employer  
26 to notify EEOC of any proposed adverse personal action to be taken against employee  
27 on whose behalf agreement was negotiated).

1 The materials sought by the subpoena will establish Plaintiff's claim was tolled  
2 and that his claim was not barred by either the statute of limitations or defense of  
3 laches. The allegations that Plaintiff asserts herein are sufficient to establish that  
4 Defendant materially breached the settlement agreement. As such, Class Counsel's  
5 appearance is pertinent to this matter.

6 Plaintiff sent correspondence to Class Counsel Ossai Miazad via email to discuss  
7 this matter, but received no response.

8 Wherefore, Plaintiff asks this Court for issuance of subpoena to appear and  
9 testify attached hereto.

10  
11 Respectfully submitted this 11th day of February, 2025.  
12

13  
14 /s/Isaac Rodriguez

15 Isaac Rodriguez

16 The application for a subpoena or to take any discovery of class counsel prior to the  
17 Court's decision on the pending motions is denied. Mr. Rodriguez's reply brief, due  
18 February 26, 2026, may raise the issue of why discovery should be permitted as to  
19 class counsel and why it is necessary for the disposition of Mr. Rodriguez's motion,  
20 but must otherwise address defendant's opposition to the motion. Defendant has leave  
21 to respond to this issue should it be raised in the reply brief by filing a letter within 7  
22 days of the filing of that brief. (If the reply brief raises any other matters for the first  
23 time, leave is given to address those matters as well).

24 So Ordered.

25 

26 GABRIEL W. CORENSTEIN  
27 United States Magistrate Judge

28 February 13, 2025